

JAN 06 1986 -9 25 AM

INTERSTATE COMMERCE COMMISSION

**ITEL**

6-006A035

**Iitel Rail Corporation**

No. **JAN 6 1986**

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

Date .....  
Fee \$ 10.00.....

ICC Washington, D. C.

December 3, 1985

Honorable James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

*\$10.00 filing fee*

100 OFFICE OF  
 THE SECRETARY  
 JAN 6 9 20 AM '86  
 MOTOR OPERATING UNIT

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Iitel Rail Corporation for filing and recordation under the Lease Agreement dated as of November 1, 1984 between Iitel Rail Corporation and the Atchison, Topeka and Santa Fe Railway Company which was filed with the I.C.C. on January 14, 1985 and given I.C.C. Recordation No. 14544, four counterparts of the following document:

*file one  
14544-C*

Amendment No. 1 dated November 21, 1985 to the Lease Agreement dated November 1, 1984 between Iitel Rail Corporation and the Atchison, Topeka and Santa Fe Railway Company.

The names and addresses of the parties to the aforementioned are:

1. Atchison, Topeka and Santa Fe Railway (Lessee)  
80 East Jackson Blvd.  
Chicago, Illinois 60604
2. Iitel Rail Corporation (Lessor)  
55 Francisco, 5th Floor  
San Francisco, California 94133

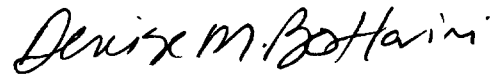
The equipment covered by this Amendment is 348 70-ton flush deck FC flatcars bearing reporting marks 902000-902049, 902100-902244, 902545-902635, 902637-902666 and 902668-902699.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Mr. James H. Bayne, Secretary  
December 3, 1985  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,

A handwritten signature in cursive script that reads "Denise M. Bottarini".

Denise M. Bottarini  
Senior Legal Assistant

DMB/vdv/67

cc: Howard Chabner  
Robert S. Clark  
J. Michael Kelly  
Ginny Hanger

4544~ ASSIGNED TO FIRST SECURITY BANK

OF UTAH, N.A., TRUSTEE, UNDER

A LEASE ASSIGNMENT DATED

AS OF November 22, 1985

10/25/85

LESSOR'S INTEREST ASSIGNED TO  
FIRST SECURITY BANK OF  
UTAH, N.A., WITH RESPECT TO  
CARS NUMBERED SFLC 901050-901099,

AMENDMENT NO. 1 901245-901294, 902000-902049, 902100-  
902244, TPW 105076-105095, 105097-105100

14544-C  
RECORDATION NO. \_\_\_\_\_ Filed 1428

JAN 06 1986 -9 25 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement dated as of November 1, 1984 (the "Agreement") between ITEL RAIL CORPORATION ("Lessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Lessee") is made as of this 21st day of November, 1985 between Lessor and Lessee.

### RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which five hundred thirty-eight (538) flatcars bearing reporting marks from within the series SFLC 901050-901099, 901245-901294, 901481-901544, 902000-902049, 902100-902244, 902545-902699 and TPW 105076-105100 (together with the flatcars listed on the Equipment Schedules attached hereto the "Cars") have been leased by Lessor to Lessee.
- B. The Cars bearing the reporting marks SFLC 902636 and SFLC 902667 were destroyed on May 24, 1985 and January 14, 1985, respectively.
- C. Lessor and Lessee desire to extend the term of the Agreement for a period of one year.
- D. Lessor and Lessee desire to add one hundred eighty-six (186) Cars to the Agreement during the term of the Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have the meanings defined therein when used in this Agreement.
- 2. Equipment Schedule No. 2 attached to the Agreement is replaced by Equipment Schedule No. 2.A. attached hereto.
- 3. The words "and shall expire on October 31, 1985," in Section 2 of the Agreement are hereby replaced by the words "and shall expire on October 31, 1986".
- 4. A new sentence shall be added to Section 2 of the Agreement as follows:  
  
"At any time during the Term, Lessor may, at its sole option, terminate the Agreement with respect to any number of Cars by providing not less than sixty (60) days' prior written notice to Lessee."

5. A new Subsection 5.E. shall be added to the Agreement as follows:

**"E. Freight Master Pool**

- (i) Lessor agrees to provide Lessee with a pool of fifteen (15) Freight Master end-of-car cushioning units, Part No. 87-21600, Model 15" MFT (each Freight Master unit in such pool known as a "Pool Unit"), for use in repairing the Cars. Lessee shall segregate Pool Units from any existing Freight Master units owned by Lessee or other third parties and shall use such Pool Units only on Lessor's cars. Pool Units supplied to Lessee may be either new or remanufactured units as determined by Lessor. Pool Units shall be sent to Lessee's facility at Barstow, California at Lessor's expense.
- (ii) Lessee shall promptly advise Lessor's Engineering Department of any Car requiring replacement of Freight Master end-of-car cushioning units based on Lessee's inspection of Car's condition. Lessor will order a replacement unit for each unit reported as defective. Lessee shall use a Pool Unit to perform immediate repairs to the Car. Lessee, upon receipt of replacement unit ordered, shall place unit in pool for future use.
- (iii) Lessee shall return all defective Pool Units within seven (7) days to a remanufacturing facility designated by Lessor. Defective units shall be sent freight prepaid with third party billing to:

IteL Rail Corporation  
55 Francisco St., 5th Floor  
San Francisco, CA 94133  
Attn: Purchasing Department

Units are to be shipped with the following description noted on the shipping documents:

**"DRAFT GEARS OR RIGGING, RAILWAY CAR OR LOCOMOTIVE  
(NMFC 166430)"**

and shall include the serial numbers of the defective units being returned. If Lessee returns the defective units with a description other than the above stated description, and a higher freight rate is charged to Lessor as a result, Lessee shall be obligated to issue a corrected bill of lading to the handling carrier immediately or pay the difference in the freight rate.

- (iv) Each Car shall be subject to the Fixed Rent during each day of the Term, including each day such Car is being repaired or awaiting repairs, except as exempted by Lessor's prior written consent. Upon termination of all Cars from the Agreement, Lessee shall promptly return all Pool Units, at Lessor's expense, in new or remanufactured condition, to a place designated by Lessor's Purchasing Department.


- (v) Lessee shall keep a report ("Report") tracking the use of each Pool Unit by cross referencing the Car number and end with the serial number of the Pool Unit applied to the Car. Lessee shall submit the most current Report to Lessor on a weekly basis."


6.

7. The words "up to one hundred twenty (120) days free storage" in Subsection 10.A.(i) and in Subsection 10.B.(i) of the Agreement are hereby replaced by the words "up to ninety (90) days free storage" each time such words appear.
8. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
9. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

By:   
Title: President  
Date: November 21, 1985

By:   
Title: Executive Vice President.  
Date: NOV 12 1985

STATE OF CALIFORNIA     )  
                                  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 21st day of November, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jimmy E. Hanger  
Notary Public

STATE OF IL.     )  
                                  ) ss:  
COUNTY OF COOK     )

On this 12TH day of NOVEMBER, 1985, before me personally appeared D.G. RUEGG, to me personally known, who being by me duly sworn says that such person is EXEC. VICE PRESIDENT of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John Thomas  
Notary Public

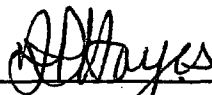
My Commission Expires Feb. 3, 1988

EQUIPMENT SCHEDULE NO. 2.A.

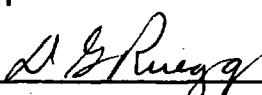
Itel Rail Corporation hereby leases the following Cars to the Atchison, Topeka & Santa Fe Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of November 1, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
FC	70-Ton Flush Deck Flatcar; Modified to hold two (2) forty-five foot (45') intermodal trailers	SFLC 902000-902049 902100-902244 902545-902635, 902637-902666, 902668-902699	89'4"	N/A	N/A	N/A	348

ITEL RAIL CORPORATION

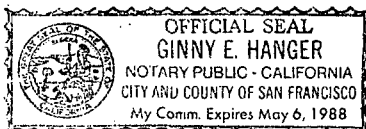
By:   
Title: President  
Date: November 21, 1985

THE ATCHISON, TOPEKA & SANTA FE  
RAILWAY COMPANY

By:   
Title: Executive Vice President  
Date: NOV 12 1985

STATE OF CALIFORNIA     )  
                                      ) ss:  
COUNTY OF SAN FRANCISCO )

On this 21st day of November, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule No. 2.A. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger  
Notary Public

STATE OF IL.     )  
                                      ) ss:  
COUNTY OF COOK )

On this 12TH day of NOVEMBER, 1985, before me personally appeared D. G. RUEGG, to me personally known, who being by me duly sworn says that such person is EXEC. VICE PRESIDENT of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Equipment Schedule No. 2.A. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John Thomas  
Notary Public  
My Commission Expires Feb. 3, 1988